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MS - 7309988

SUBORDINATION AGREEMENT
Loan # 4786442

Preparer name: Jonathan Bridges
Bancorp South: 5980 Getwell Road
South Haven, MS 38672

This Subordination Agreement is dated for reference 10/20/2009 and is between
BANCORP SOUTH whose principal address is 5980 GETWELL ROAD, SOUTH HAVEN, MS
38672 (called "Junior Lender") and New Senior Lender's

Name: WELLS FARGO BANK, N.A.
Senior Lender's

Address:
3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD. BLDG: 1A2, MAC:
D1108-02F, CHARLOTTE, NC 28262
(CALLED "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note
(the "Note") secured by a mortgage or deed of trust (the "Security Instrument");
Date of Note and Security Instrument: 09/03/2008

Borrower(s) Name(s) ("Borrowers"): EUDELL^{J.} RHODES and DELLA^{M.} RHODES
Property Address: 910 SCOTCH PINE CV, SOUTHAVEN, MS 38671

Legal Description of real property secured by Security Instrument ("Property"):

to See Exhibit A (Attached)

Recording Date: 09/10/2008

County: DESOTO

Amount: \$45,000.00

Recording Number:

Book: 2944

Page: 758

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan
on the property with a new first priority mortgage loan secured by the Property from New Senior Lender
in the original principal sum not to exceed \$78,572.21

Date: 11/30/09

recorded on 12-04-09 Bk. T 3110 Pg. 339
(the "New Senior Security Instrument").

New Senior Lender will not be financing without this agreement by Junior Lender to Subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lienholder from the new financing on the Property provided By New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's Lien/security interest in the Property shall be forever inferior, junior and Subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligation it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not To other or future liens or security interests in the Property. Junior Lender has no obligation to Consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lien holders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

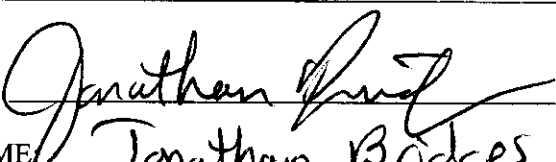
7. Entire Agreement; Amendments.

This Agreement represents the entire and complete Agreement between Junior Lender and Senior Lender. This Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) And, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement By recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

JUNIOR LENDER: BANCORP SOUTH

BY: 
NAME: Jonathan Bridges
TITLE: Vice President

STATE OF Mississippi

COUNTY OF DeSoto

On Oct. 26, 2009 before

Me, Deborah Gehle

Personally

Appeared Jonathan Bridges, Vice President
Bancorp South

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (i.e.), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

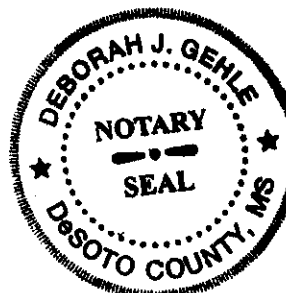
WITNESS my hand and official seal.

Deborah Gehle

Signature of Notary Public

Deborah Gehle

(This area for Notarial seal)



Order ID: 7309988

Loan No.: 4786442

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 218, Section D, Southern Pines Subdivision, in Section 31, Township 1 South, Range 1 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 56, Page 15, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Assessor's Parcel Number: 1-07-9-31-10-0-00218-00